

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: County Manager Kris Cahoon Noble
Attachment: No

ITEM TITLE: CDBG-DR ENGINEERING SERVICE AWARD

SUMMARY: Hyde County has received two proposals for engineering services to repair the roof at Davis School. The proposals received were from REI of Greenville and Michael O'Steen from Kitty Hawk. Holland Consultants has reviewed the Michael O'Steen proposal as well as the resubmitted REI proposal.

Factors considered in the review were professional services, work experience, work history in Hyde County, timeliness and cost. One major difference noted is the use of a Geotechnical Subcontractor by O'Steen as well as previous experience with repairs to the courthouse building in Hyde County by REI.

Based on the satisfactory completion of the previous work by REI on the Courthouse, we are recommending REI for the Engineering services contract for the Davis School roof repair project.

RECOMMEND: CONSIDER AND APPROVE

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

**Hyde County Board of Commissioners
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Meeting Date: August 6, 2018
Presenter: Commissioner Tom Pahl
Attachment: No

ITEM TITLE: Ocracoke Waterways Commission

SUMMARY: Commissioner Pahl will be discussing a presentation being prepared by the Ocracoke Waterways Commission to be given to the NC House of Representative's Transportation Committee on August 27, 2018 in Ocracoke.

RECOMMEND: Discussion.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: County Manager Kris Noble
Attachment: No

ITEM TITLE: EMPLOYEE/VOLUNTEER/FRIEND OF THE MONTH

SUMMARY: Manager Kris Noble will announce the Employee, Volunteer and/or Friend of the County.

RECOMMEND: Congratulations.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

SUMMARY: Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

RECOMMEND: Receive comments.

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: August 6, 2018
Presenter: Tax Administrator Linda Basnight
Attachment: Yes

ITEM TITLE: Report of Settlement

SUMMARY: Linda Basnight will present a report of settlement of the 2017 County of Hyde tax books.

RECOMMEND: Approve.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl



NORTH CAROLINA

HYDE COUNTY

TO: THE HYDE COUNTY BOARD OF COMMISSIONERS

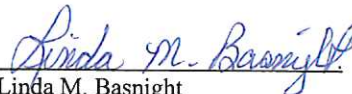
I hereby submit a report of settlement of the 2017 tax books recapitulated as follows:

DEBITS

| | |
|----------------|------------------|
| 2017 Tax Levy | \$ 6,546,823.61 |
| Public Utility | 235,700.74 |
| After List | 67.15 |
| Deferred Tax | 2,655.19 |
| Interest | <u>20,930.78</u> |
| | \$ 6,806,177.47 |

CREDITS

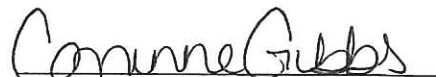
| | |
|----------------------|---------------------------------|
| Deposits | \$ 6,418,287.11 |
| Prepayments | 16,454.65 |
| Bad Check add back | -0- |
| Refund | -0- |
| Releases/Adjustments | 89,689.26 |
| Unpaid Real | 274,534.81 |
| Unpaid Personal | <u>7,213.64</u> |
| | \$ 6,806,179.47 (\$ 2.00 over) |


Linda M. Basnight
Tax Administrator

NORTH CAROLINA

HYDE COUNTY

I, Corrine Gibbs, Hyde County Finance Officer, do certify that I have examined and audited the final settlement and account of Linda M. Basnight, Tax Administrator of Hyde County, as to the 2017 taxes due Hyde County and that I have found said settlement and account correct and recommend that same be approved by the Hyde County Board of Commissioners.


Corrine Gibbs
Finance Officer

Earl D. Pugh, Jr., Chairman
Hyde County Board of Commissioners

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: August 6, 2018
Presenter: Luana Gibbs
Attachment: No

ITEM TITLE: REQUEST FOR NEW POSITION TO SALARY PLAN

SUMMARY: This is a request for a new position for a Human Services Coordinator to be created within the Hyde County Salary Plan for Fiscal Year 2018-19, which requires BOC approval.

The position will primarily handle Navigation for clients requiring substance abuse resources as well as function as the Coordinator for the Substance Abuse Program. Funding for this position will come from Adult Health Escrow.

RECOMMEND: APPROVE

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
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☐ Ben Simmons
☐ Tom Pahl

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: August 6, 2018
Presenter: Special Projects Coordinator Bill Rich
Attachment: No

ITEM TITLE: BRADFORD AND MARY SWAIN - REFUND

SUMMARY: After meeting with Mary Fulcher Swain concerning Hyde County tax collections over-charging tax for the years 2012, 2013, 2014 and 2015, Mr. Rich is making a recommendation to the Board of Commissioners to grant approval of a refund to M/M Swain based on the following factors:

- A. Years 2016 and 2017 have been resolved to the satisfaction of both Mrs. Swain and the County
- B. That after the realization of the overpayment of taxes it was determined that Mrs. Swain was paying taxes for two lots (4&5) on recorded plat in Book C, Page 117C rather than just the lot she owned (Lot 4)
- C. That the Board of Equalization and Review agreed in 2018 to reduce the value of the land Mrs. Swain had overpaid from \$210,000 to \$82,500 and both the County and Mrs. Swain are in agreement with these new values.
- D. Now based on these new values, Mrs. Swain's Lot #4 at \$82,500 represents 39.29% of the total value of Lots 4 & 5 combined.
- E. In the years 2012, 2013, 2014 & 2015, Mrs. Swain paid taxes based on land values of \$340,000 at a \$.065 tax rate (real estate and mosquito) or \$2,210.00 per year.
- F. Based on the Board of Equalization and Review adjustment, Mrs. Swain only owed 39.29% of this.
- G. The total taxes paid by Mrs. Swain on land she did not own was:

$\$2,210 \times 60.71\% = \$1,341.69 \times 4 \text{ years} = \$5,366.76 \text{ Total Refund}$

RECOMMEND: APPROVE REFUND OF OVERPAID TAXES TO BRADFORD AND MARY SWAIN

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: County Manager Kris Noble
Attachment: Yes

ITEM TITLE: RAMUNNI CONTRACT

SUMMARY: Attached is the contract for tram service operation.

RECOMMEND: Approve.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
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☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

PROPOSED CONTRACT

County of Hyde and

Joseph Ramunni

CONTRACT FOR

Hyde County

OPERATE TRAMS SUPPORTING

The OCRACOE – HATTERAS PASSENGER FERRY

EFFECTIVE
August 6, 2018

This Contract ("Contract") is made and entered into this 6th day of August 6, 2018 by and between Hyde County, d/b/a County of Hyde (hereinafter "County of Hyde"), and Joseph Ramunni, a Private Contractor organized under the laws of the state of North Carolina(hereinafter "Contractor"). County of Hyde and Contractor may be referred to individually as "Party" and collectively as "Parties" in this Contract. County of Hyde (hereinafter "County") is a municipal corporation organized under the laws of the State of North Carolina.

Sec. 1. Employment of Personnel

The Contractor shall be the employer of all persons necessary for the day to day management and operation of the Services; provided however, that the number of personnel employed by Contractor shall at all times be subject to the approval of Hyde County. The compensation paid to all management and/or non-union personnel shall be within the total compensation range for each such position, as recommended by the Contractor and approved by County of Hyde.

Sec. 2. Title of Property

For the Services, all equipment, vehicles and any and all other materials and supplies reasonably necessary for the operation of the services furnished by County of Hyde and shall remain the property of the County of Hyde. The Contractor shall keep a perpetual inventory of all property and equipment belonging to the County of Hyde and being managed by the Contractor and provide that inventory listing to the County of Hyde on an annual basis upon the anniversary date of this Contract. The contractor will maintain all equipment to the OEM standard.

Sec. 3. Invoices and Payments

The Contractor shall be compensated by County of Hyde for the Services performed under this Contract solely on the basis of a management fee as follows:

Year 1 Annual Fee of \$97,127.85 paid monthly based on number of operational days that month.

Year 2 Annual Fee of \$161,615.00 paid monthly based on number of operational days that month.

Year 3 Annual Fee of \$162,065.00 paid monthly based on number of operational days that month.

Year 4 Annual Fee of \$162,065.00 paid monthly based on number of operational days that month.

Year 5 Annual Fee of \$162,065.00 paid monthly based on number of operational days that month.

On or before the 15th day of each month, the Contractor shall send the County of Hyde Finance Department an invoice for the monthly management fee then in effect. Upon receipt, County of Hyde shall have up to 10 days to approve and pay the invoice. The foregoing notwithstanding, County of Hyde shall have no obligation to approve or cause any invoice to be paid to the Contractor until such time as all required monthly financial and operating reports are submitted to County of Hyde and found to be materially correct.

Payment will be based on the number of days of operation in a billing period multiplied times the daily rate. Expenses for tram storage including building payment and land rent, in addition to insurance coverage expense incurred by Hyde County will be deducted to yield a daily rate paid to the Contractor after expenses.

The payment schedule shall be as follows:

| Year | Annual Fee | Number of Tram days of Operation | Average Daily Rate | Land Rent, Building Payment, Insurance Reimbursement | Daily Rate paid to Operator after expenses |
|------|--------------|----------------------------------|--------------------|--|--|
| 2018 | \$97,127.85 | 69 | \$1,407.65 | \$306.29 | \$1,002.36 |
| 2019 | \$161,515.00 | 127 | \$1,271.77 | \$169.41 | \$1,102.36 |
| 2020 | \$162,065.00 | 127 | \$1,276.10 | \$173.74 | \$1,102.36 |
| 2021 | \$162,065.00 | 127 | \$1,276.10 | \$173.74 | \$1,102.36 |
| 2022 | \$162,065.00 | 127 | \$1,276.10 | \$173.74 | \$1,102.36 |

The payment schedule is based on the following days of operation:

| NUMBER OF DAYS | 2018 | 2019 | 2020 | 2021 | 2022 |
|----------------|------|------|------|------|------|
| May | 0 | 11 | 11 | 11 | 11 |
| June | 0 | 30 | 30 | 30 | 30 |
| July | 0 | 31 | 31 | 31 | 31 |
| August | 6 | 31 | 31 | 31 | 31 |
| September | 30 | 24 | 24 | 24 | 24 |
| October | 28 | 0 | 0 | 0 | 0 |
| November | 5 | 0 | 0 | 0 | 0 |
| | 69 | 127 | 127 | 127 | 127 |

Sec. 4. Liability and Indemnification

4.1 Contractor shall not receive, handle or disburse any pension funds for County of Hyde employees. Contractor shall not be liable for any claim, liability, loss of expense arising from or out of the pension plan for County of Hyde employees or any past, present, and future pension liability, including without limitation liability for vested, but unfunded or underfunded benefits. The County will indemnify, defend and hold harmless Contractor from and against any loss, liability, loss or expense related to the County of Hyde pension fund.

4.2 Contractor agrees to indemnify, defend, and hold harmless County of Hyde from and against any claims, liens, demands, obligations, actions, proceedings or causes of action of every kind ("Claims"), liability, loss or expense in connection with or arising from criminal acts, fraud, intentional acts or negligence in the management, oversight, operation or training responsibilities of the Contractor under the Contract.

4.3 Other than as set forth in 4.2 above, County of Hyde agrees to indemnify, defend and hold harmless Contractor, its parents, subsidiaries, affiliates, officers, directors, shareholders, agents, servants, employees and assigns from and against any claims, liability, loss or expense arising from the Contractor's operation of the tram system.

Sec. 5. Disputes

Any dispute between the Contractor and County of Hyde relating to the implementation, interpretation, or administration of this Contract shall be resolved in accordance with this Section.

The Contractor may request the County of Hyde Manager to issue a recommended decision on the matter in dispute. The County of Hyde Manager shall issue the recommended decision in writing and provide a copy to the Contractor.

The recommended decision of the County of Hyde Manager shall become final unless the Parties agree to submit the matter to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, either Party may seek judicial resolution of the dispute in the Court of Justice, Superior Court Division for Hyde County, North Carolina. By mutual agreement, the Parties may also submit any dispute to binding arbitration.

Sec. 6. Cancellation of Contract

In any of the following cases, County of Hyde shall have the right to cancel this Contract immediately without expense to Hyde County: (1) the Contractor is guilty of misrepresentation; (2) this Contract was obtained by fraud, collusion, conspiracy, or other unlawful means; or (3) this Contract conflicts with any statutory or constitutional provision of the State of North Carolina or the United States. This Section shall not be construed to limit County of Hyde right to terminate this Contract for convenience or default, as provided, respectively.

Sec. 7. Termination for Convenience

The performance of work under this Contract may be terminated by County of Hyde in accordance with this Section in whole, or from time to time, in part, whenever County of Hyde determines, upon recommendation of the County of Hyde Manager or Attorney that such termination is in the best interest of Hyde County. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under this Contract is terminated and the date (at least thirty days hence) upon which such termination becomes effective.

Upon receipt of a notice of termination, and except as otherwise directed by the County of Hyde Manager or Attorney, the Contractor shall: (1) stop work under this Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to County of Hyde in the manner, at the times, and to the extent directed by the County of Hyde Manager or Attorney, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Hyde County, to the extent the County of Hyde Manager or Attorney may require, which approval or ratification shall be final for all the purposes of this Section; (6) deliver to County of Hyde in the manner, at the times, and to the extent, if any, directed by the County of Hyde Manager or Attorney, supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and any information and other property which, if this Contract had been completed, would have been required to be furnished to Hyde County; (7) complete any such part of the work as shall not have been terminated by the notice of termination; and (8) take such action as may be necessary, or as the County of Hyde Manager or Attorney may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor, and in which County of Hyde has or may acquire an interest. Payments by County of Hyde to the Contractor shall be made to the date of termination but not thereafter. Except as otherwise provided, settlement of claims by the Contractor under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

Sec. 8. Termination by Mutual Agreement

This Contract may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties. Any other act of termination shall be in accordance with the termination for convenience or default provisions contained within.

Sec. 9. Termination for Default

9.1.1 Subject to the provisions of this Section, County of Hyde may, by 30-day advance written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:

If the Contractor fails to provide the Services in the manner required by this Contract or in accordance with the performance standards articulated herein;

If the Contractor's performance of Services results in an excessive number of liability claims received or damages incurred in the sole determination of Hyde County;

If the Contractor fails to perform any of the provisions of this Contract in accordance with its terms; or

If the Contractor fails to make progress in the prosecution of the work under this Contract so as to endanger such performance.

9.1.2 In the event that County of Hyde terminates this Contract in whole or in part, County of Hyde may procure, upon such terms and in such manner as the County of Hyde Manager may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to County of Hyde for the reasonable costs associated with the termination of this Contract and the procurement of replacement services by County of Hyde. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section. Any disputes arising under this Section that cannot be resolved by the Contractor and County of Hyde are subject to resolution pursuant to this contract.

9.1.3 Prior to terminating this Contract for default, County of Hyde shall provide a written notice to Contractor of default and shall provide Contractor a minimum of thirty (30) days to cure said default prior to termination for default, except in the case where Contractor fails to maintain the proper Insurance coverage as specified herein, in which case County of Hyde may terminate this Contract without such notice.

9.2 Except as otherwise provided, settlement of claims by the Contractor under this Section shall be in accordance with the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

Sec. 10. Force Majeure

The Contractor shall not be liable for any failure to perform if convincing evidence has been submitted to the County of Hyde Manager by Contractor that failure to perform this Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, civil disturbances, fire, war, floods, war or terrorism, strikes or labor disputes.

Sec. 11. Lack of Funds Clause

The entering into of this Contract by County of Hyde is subject to its receipt of local, state and federal funds adequate to carry out the provisions of this Contract in full.

The County of Hyde Manager may cancel or reduce the amount of Service to be rendered if the County of Hyde Manager determines that such action is in County of Hyde best interests, or that there will be a lack of funding available for the Service.

In such event, the County of Hyde Manager will notify the Contractor in writing thirty (30) days in advance of the date such cancellation or reduction is to be effective.

Sec. 12. Inspection of Work

All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the County of Hyde to the extent practicable at all times and places during the term of this Contract. All inspections by the County of Hyde shall be made in such a manner as to not unduly delay the work. The County of Hyde shall have the right to enter the premises used by the Contractor for the purpose of inspecting and auditing all data and records that pertain to the Contractor's performance under this Contract. The County of Hyde shall also have the right to enter the premises used by the Contractor for the purpose of inspecting vehicles that are used to provide services under this Contract.

If any work performed is not in conformity with the requirements of this Contract, the County of Hyde Liaison shall have the right to require the Contractor to perform the work again in conformity with such requirements. In the event the Contractor fails to promptly perform the work again and take necessary steps to ensure that future performance of the work is in conformity with the requirements of this Contract, County of Hyde shall have the right to terminate this Contract for default as provided.

Sec. 13. Antidiscrimination Clause

The Contractor shall not in any way, directly or indirectly, in the performance of this Contract, discriminate against any person because of age, race, color, disability, sex, national origin, or religious creed.

Sec. 14. Project Management

The Contractor will designate a Manager and other operating employees dedicated to perform the services under this Contract and who will manage and supervise the day-to-day operations of the Services in accordance with this Contract.

County of Hyde reserves the right to approve the selection of the employees, and to direct the removal of one or more of these persons at any time during the term of this Contract. The Contractor's Project Manager must notify the County Manager and/or her designee, at least 30 days prior (except where short-term notifications of termination or resignation may occur) to any contemplated changes of the operating employees. The Contractor's Project Manager must provide written approval of changes to these positions prior to the action being taken.

County of Hyde reserves the right to require the Contractor to immediately remove an employee from transportation service for any of, but not necessarily limited to, the following items:

1. Committing unsafe or inappropriate acts while providing transportation services; Revocation or non-renewal of a valid North Carolina driver's license;

2. Distributing any unauthorized materials while performing Services under this Contract;
3. Soliciting a gratuity from a passenger;
4. Failure to notify the Contractor of an arrest or conviction of a criminal offense of a Class A or Class B misdemeanor or felony; or placement on probation or deferred adjudication for the same; or a driving while intoxicated (DWI) charge, before the end of the business day following the day the employee receives notice of such action;
5. Incurring excessive customer complaints due to discourtesy, rudeness, and use of profanity or any other act deemed unacceptable; or
6. Failing or refusing to take a drug or alcohol test.

Sec. 15.

Insurance

The cost of insurance and whatever liability for personal injury or property damage or loss may be incurred to third parties in connection with or arising out of the Contractor's performance under this Contract, except as otherwise provided in this Contract, shall be part of Operating Expenses and thus be reimbursed or paid by the County.

The Contractor will be responsible for obtaining the insurance denoted below and for maintaining this insurance in full force and effect during the term of this Contract:

Workers' Compensation Insurance covering all of Contractor's employees engaged in work under this Contract as required under the Workers' Compensation Act of the State of North Carolina and/or any applicable law or laws of any other state or states. Employer's Liability Insurance with limits of liability of not less than \$1,000,000 per accident, \$1,000,000 per employee for disease, and \$1,000,000 policy total for disease.

Liability Insurance covering the Facilities premises used in performance of this Contract with limits of liability not less than \$5,000,000 each occurrence combined single limit, with an aggregate limit not less than \$10,000,000. Such liability insurance shall also include coverage for all operations of the Contractor in the performance of this Contract, Personal Injury Liability, Contractual Liability, XCU Hazards (explosion, collapse, and underground), Broad Form Property Damage, and Liability for Independent Contractors.

In addition, Fire Damage Liability Limit shall not be limited except by the coverage limit of the policy or the amount of damage to County's buildings, whichever is less. The Contractor shall obtain such liability insurance at higher limits at the direction of the County of Hyde.

Automobile Liability Insurance covering all Revenue and Support Vehicles used in connection with the work performed under this Contract with limits of not less than \$5,000,000 each occurrence combined single limit for bodily injury and property damage.

Automobile Physical Damage Insurance on all vehicles used by Contractor in providing Services under this Contract which covers collision and fire, theft, combined additional coverage with limits of liability not less than the actual cash value of the vehicle at time of loss or the cost to repair or replace with like kind and quality with deduction for depreciation. Deductibles shall not exceed \$10,000 for each loss and County of Hyde shall be named Loss Payee under the policy.

County of Hyde will be named as an additional insured for all liability coverage and for all commercial coverage for all assets utilized by Contractor in the provision of services under this Contract. The named insured on the policy shall be Hyde County.

All such policies as required above shall be endorsed to provide a thirty (30) day written Notice of Cancellation, renewal, or material change to the County of Hyde Liaison.

The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including excess insurance. Self-insurance or the use of deductibles or self-insured retentions may be permitted in lieu of these requirements if so approved in advance in writing by the County of Hyde Manager.

The Contractor shall require any and all subcontractors performing work under this Contract to carry insurance to the types and with limits of liability as the Contractor shall deem appropriate and adequate. The Contractor shall obtain and make available for inspection by the County of Hyde Liaison upon request Certificates of Insurance evidencing insurance coverages carried by such subcontractors.

All insurance required to be provided and maintained by the Contractor and subcontractors shall be with companies and through policies approved by the County of Hyde Liaison. The County of Hyde has the right to inspect in person, prior to commencement of the work, all of the Contractor's insurance policies in regard to required insurance coverages. All such Insurance Companies shall carry a Best's rating of A+ (or equivalent) and be authorized to do business in the State of North Carolina.

The Contractor shall provide the County of Hyde Liaison with full and complete loss runs for all insurance policies within 30 days of such loss runs being produced.

Proof of the required insurance coverage shall be furnished to the County of Hyde Liaison within thirty (30) calendar days prior to the effective date of this Contract. Renewal or replacement policies shall be furnished fifteen (15) days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of this Contract. Proof of insurance shall consist of duplicate original insurance policies and a certificate issued by the agent summarizing the insurance and indicating the 30-day notice requirement.

If at any time during this Contract term the Contractor fails to provide proof of insurance required above or fails to provide the required loss runs, County of Hyde reserves the right, but not the obligation, to purchase other insurance to protect County of Hyde interests and to find the Contractor in default of this Contract.

Sec. 16. Performance Requirement

The Contractor shall at all times during the term of this Contract perform all work diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, and management necessary therefore. The Contractor shall conduct all work in the Contractor's own name and as an independent Contractor and not in the name of, or as an agent for, Hyde County.

The following requirements apply to the Contractor and its employees:

The Contractor agrees to comply with, and assures that compliance of its employees with the information restrictions and other applicable requirements of the federal Privacy Act of 1974, 5 U.S.C. Section 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Sec. 17. Compliance with Americans with Disabilities Requirements

The Contractor will operate the service so that it is accessible to and usable by persons with disabilities and complies with all requirements of the ADA, including but not limited to:

Vehicle Accessibility: The vehicle will always be operated as a unit with both the section that is lift-equipped and the section that seats ambulatory passengers. The vehicle will never be uncoupled and operated without the unit that has the wheelchair lift and securement spaces.

Daily Inspection of All Access Features: As part of the daily pre-trip inspection of the overall vehicle, the driver will cycle the lift, check the condition of the securement systems and passenger restraint systems, check the PA system, and check the working condition of all other features required for accessible operation (e.g., passenger restraint systems, destination signs, entrance and lift area lighting, etc.). If any accessible features are found to not be functioning and in good working order, they will be fixed before the vehicle is put into service, or a spare vehicle with working features will be substituted.

In-Service Lift Failure Procedures: If during the operation of the vehicle the driver discovers that the lift does not function, the driver will immediately contact a dispatcher to report the issue. The lift's manual back-up system shall be used to de-board any riders needing to exit, as appropriate. If passengers are waiting to board using the lift, the dispatcher will immediately arrange alternative accessible transportation if the headway to the next vehicle with a working lift is more than 30 minutes. In such cases, the dispatcher will remind the driver to inform the person when the next vehicle with a working lift will arrive. The vehicle with the non-working lift will then be taken out of service and replaced with a spare that has a working lift at the end of that run when the vehicle returns to the ferry terminal building and tram parking area.

Vehicle Maintenance: The accessible features of all vehicles, including spares, shall be maintained in good working condition. Preventive maintenance shall be performed in accordance with the manufacturers recommended schedule. All repairs shall be made promptly and an adequate supply of spare parts for the lifts, securement systems, PA system, and other access features shall be maintained to allow for prompt repairs.

Lack of Available Spares: In the unlikely event that a wheelchair lift is not working and there are no available spares with working lifts, the Contractor can keep vehicles with non-working lifts in service for no more than five days. Note that the County does not expect this situation to arise and expects the Contractor to keep lifts in working condition and to make any necessary repairs promptly.

Employee Training: All employees involved with the operation of the service shall be trained to proficiency as required by the ADA. The training shall be appropriate to their specific duties and responsibilities. Drivers shall be trained to safely operate the lift and all accessibility equipment, to assist riders with disabilities appropriately and safely, and in all accessibility-related operating policies, procedures and requirements. Dispatchers shall be trained to understand all accessibility-related operating policies and procedures so that they can respond to issues and direct drivers as needed. All employees shall be trained in disability awareness/understanding and in how to treat with disabilities in a courteous and respectful way. All driver training materials and programs must be presented to and approved by the County before they are used.

Driver Assistance: Drivers will assist riders with disabilities by operating the lift, assisting riders who use manual wheelchairs on and off the lift as needed, securing mobility devices using the securement systems, and assisting with use of seat belts and shoulder harnesses.

Accommodation of Riders Who Use Wheelchairs: Riders who use wheelchairs will be transported unless the size or weight of the device, in combination with the rider, exceeds the capacity of the lift or vehicle, cannot fit within the securement area, or if transport is inconsistent with legitimate safety concerns.

Wheelchair Securement and Passenger Restraint: All wheelchairs, including three-wheeled scooters, must be secured using the securement systems in accordance with manufacturer's instructions for use. Passengers who refuse to allow their wheelchairs to be secured will not be transported. Drivers will not refuse to transport passengers on the grounds that they do not feel the wheelchair is adequately secured. Drivers must request riders who use scooters to transfer to a seat. Drivers cannot require passengers to transfer from scooters to seats, but must radio dispatch and inform them any time that a passenger refuses to transfer. Dispatch must document that the driver provided such notice and did request the rider to transfer. Riders who use wheelchairs must also use the passenger restraint systems (seat belts and shoulder harnesses) to the same extent as required by all other passengers. If all passengers are required to use the seat belts, riders who use wheelchairs must do the same. If all passengers are also required to use shoulder harnesses, riders who use wheelchairs must do the same. If all passengers are not required to use seat belts and/or shoulder harnesses, drivers must still offer them to riders who use wheelchairs, but their use will not be required.

Accommodation of Service Animals: All service animals will be accommodated. If not apparent, drivers may ask riders if the animal is a service animals and what task(s) the

animal has been trained to perform. If responses indicate the animal is not a service animal, the County's policy regarding the transport of pets will apply.

Stop Announcements: Drivers will announce all stops along the route using the PA system. Announcements must be audible to all riders. The announcement shall describe the location and any points of interest in the area. The County will provide the Contractor with exact language to be used at each stop.

Refusal of Service: Passengers will be expected to comply with the County's code of conduct and drivers and dispatchers must understand and comply with these rules for service. As detailed in the code of conduct, service will only be refused if riders exhibit behavior that is illegal, violent, seriously disruptive, or a direct threat to the safety of others. Drivers will notify dispatch and seek instruction when encountering such situations. Any incident involving a refusal of service must be documented by drivers and dispatchers and reported to the County.

Oxygen Supplies: Riders with respirators or personal oxygen supplies will be accommodated, consistent with USDOT rules regarding transport of hazardous materials.

Reasonable Modification of Policies: The Contractor will work with and assist the County in implementing a Reasonable Modification of Policy process to allow persons with disabilities to benefit equally from the service. Requests by riders with disabilities for modifications of policies shall be transmitted to the County for consideration whenever possible. If review by the County is not feasible and an immediate decision is required, drivers and dispatchers shall make decisions consistent with the County's policy. In general, policies will be modified unless: (1) granting the request would fundamentally alter the nature of the service; (2) granting the request would create a direct threat to the health or safety of others; (3) the person is able to fully utilize the service without the modification. If a specific request is denied, other modifications will be considered and offered that do not create a direct threat and do not fundamentally alter the nature of the service. The Contractor will document and transmit to the County all requests for modification of policy taken and acted on in service.

Note that the ADA-specific requirements in this section are in addition to any other related requirements of the RFP, such as broader maintenance, training, or service operating requirements.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized officers.

Name _____

By: _____ By: _____ (SEAL)
Manager Title

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Reviewed and approved as to legal form.

Name _____

By: _____ By: _____ (SEAL)
Finance Officer Title

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: County Manager Kris Noble
Attachment: Yes

ITEM TITLE: BUILDING INSPECTION SERVICES

SUMMARY: Hyde County will contract for Level 2 Building Inspection Services.

RECOMMEND: Approve.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

NORTH CAROLINA

HYDE COUNTY

THIS AGREEMENT, by and between HYDE COUNTY, a political subdivision of the State of North Carolina, hereafter "County" and John Contestable a resident of Dare County, North Carolina, hereafter "Contestable."

WITNESSETH:

For and in consideration of mutual promises and covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party, County and Contestable do hereby contract and agree as follows:

1. APPOINTMENT as Building Inspector. County hereby appoints Contestable as a building inspector with the duty of enforcing the building codes and related laws of the State of North Carolina which deal with building inspection services. Contestable will accept said appointment and during the period of his appointment will faithfully discharge the duties of that office.
2. AREA OF SERVICE. The areas in which Contestable shall serve shall be all of Hyde County, provided that County may hereafter obtain building inspection services from other providers in which case Contestable shall be promptly notified and the area in which his services are to be provided shall be curtailed as set forth in that notice. Contestable shall cooperate fully with any building inspector appointed by the County.
3. SUPERVISION. In the performance of his duties under this contract Contestable shall not be under the supervision of any County employee and shall carry out his duties as building inspector in accordance with all federal, state and local laws, ordinances and regulations. Contestable shall be an independent contractor but in the fulfillment of his contractual responsibilities he shall confer with the Hyde County Manager as requested by the Manager. Contestable shall provide written monthly reports to the County Manager on all significant activities taken by him pursuant to this agreement.
4. REQUESTS FOR SERVICE. Requests to Contestable for building inspection services under this contract shall normally be delivered to Contestable by the County Manager, or his designee(s). However Contestable shall accept requests for services hereunder from any employee of the County acting in their professional capacity. Contestable may be asked by officers of the Hyde County Sheriff's Department to perform building inspection services in conjunction with law enforcement activities and under the direction of such officers. In such instances, Contestable shall not hold himself out as a law enforcement officer and may decline to participate with the office, if in his sole judgment, he determines that his participation would unduly endanger him.

5. CERTIFICATIONS. Contestable shall maintain all necessary State and other certifications to provide building inspection services as contemplated hereunder whether those certifications may be required at the time of this agreement or required at a time later during the term of this agreement. Contestable shall maintain a minimum valid level 2 (two) North Carolina certification provided under the North Carolina department of Insurance Code Qualification Board in the following trades: Building; Electrical; Fire; Mechanical; and Plumbing. In the event he fails to maintain the required certifications the County may terminate this Agreement at once by notice to Contestable.
6. PAYMENT. Contestable would be paid \$53.00 for each full hour of service as approved by the County Manager or his designee(s). No later than the 20th (twentieth) of each month, Contestable shall submit a written invoice to the County Manager or her designee showing the hours worked, the inspections performed during those hours worked, and the mileage reimbursement requested under Section 7. If the invoice is not received by the 23rd (twenty-third) of the month, then payment may be withheld until the following month.
7. REIMBURSEMENTS. The County will reimburse for certain necessary expenses incurred in the performance of this Agreement as follows:
 - a. Vehicle: When Contestable is performing building inspection duties for Hyde County, Contestable will provide his own vehicle and will be reimbursed the Standard IRS reimbursement rate, which is presently \$0.535 (fifty-three and one-half cents) per mile, for use of a vehicle furnished, maintained, insured, and outfitted by Contestable.. The mileage reimbursement rate shall be adjusted during the term of this contract to reflect adjustments in the Standard IRS mileage rate. Contestable shall be reimbursed mileage to and from his residence when he performs building inspection services under this Agreement to compensate him for commute expenses.
 - b. Equipment: All other equipment required for the performance of his duties as building inspector shall be furnished, maintained and insured by Contestable.
8. UNIFORM. Contestable shall provide his own clothing, including footwear and other attire, and such shall be clean and of a nature so as to maintain a professional appearance and cause respect from the public.
9. CELLULAR PHONE. Contestable shall provide and maintain a cellular phone for his use in connection with providing building services and he shall be available to the County Manager and her designee(s), including contractors and County employees, via this cellular phone in the performance of his duties. Such phone shall be of a type, style, service, and condition as determined by Contestable.
10. TERM. This agreement shall commence immediately upon its approval by the County and by Contestable and the agreement shall continue in effect through August 15, 2019.

11. NOTICE. All notices required by this Agreement shall be in writing and shall be given by personal delivery or by first class mail as follows:

To County:
County Manager, Hyde County
PO Box 188, Swan Quarter, NC 27885
252-926-4178

To Contestable:
John Contestable
PO Box 88
Salvo, NC 27972
252-564-4340

12. ASSIGNMENT. This agreement may not be assigned by Contestable to any other person or entity without the express written permission of County.
13. MODIFICATION. A modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed with the same formality as this agreement.
14. PARTIAL INVALIDITY. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
15. SITUS. All matters affecting the interpretation of this agreement and the rights of the parties hereto under this agreement shall be governed and controlled by the laws of North Carolina. The venue for any legal action taken under this Contract shall be in the courts of Hyde County.
16. BINDING EFFECT. Every provision of this agreement shall be binding upon each of the parties and their respective heirs, executors, administrators, and successors.
17. ENTIRE AGREEMENT. This agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, County has caused this agreement in duplicate originals to be executed pursuant to authorization duly given by its Board of Commissioners and Contestable has hereunto set his hand, one of which is retained by each of the parties, this the day and year first above written.

---The remainder of this page has been left blank---

John Contestable

COUNTY OF HYDE:

Kris Cahoon Noble,
County Manager

ATTEST:

Lois Stotesberry, Clerk to the Board

NORTH CAROLINA
HYDE COUNTY

I, _____, a Notary Public in and for the state and county aforesaid, certify that Kris Cahoon Noble personally appeared before me this day and voluntarily acknowledged that she is County Manager of Hyde County and that by authority duly given and as the act of the County the foregoing instrument was signed in its name by herself as County Manager, sealed with its corporate seal, and attested by the Clerk to the Board of Commissioners. The undersigned Notary Public has personal knowledge of the identity of the principal's or satisfactory evidence of the principal's identity.

WITNESS my hand and Notarial Seal this the _____ day of _____, 2018.

My Commission expires: _____

Notary Public

NORTH CAROLINA
HYDE COUNTY

I, _____, a Notary Public in and for the state and county aforesaid, certify that John Contestable personally appeared before me, and he voluntarily acknowledged the due execution of the foregoing instrument for the purposes therein expressed. The undersigned Notary Public has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity.

WITNESS, my hand and Notarial Seal, this _____ day of _____, 2018.

My Commission expires: _____

Notary Public

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer-County of Hyde

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: Special Projects Coordinator Bill Rich
Attachment: Yes

ITEM TITLE: REVOLVING LOAN REQUEST FOR MATTAMUSKEET CRAB
COMPANY-CHARLES AND SHERRIE CARAWAN

SUMMARY: Mattamuskeet Crab Company, DBA Mattamuskeet Seafood, is an S-Corporation formed in 2004 comprised of Charles Carawan, President and Sherrie Carawan, Secretary. The company deals in the processing and production of crab products and operates out of their facility located at 24694 US Hwy 264, Swan Quarter, NC. Mattamuskeet Crab Company formerly operated for many years under the name Mattamuskeet Seafood, but reorganized after one officer sold out their interest.

The company currently has an existing loan on the books for Mattamuskeet Seafood. The original amount of the loan was \$150,000. The balance has been paid down to approximately \$51,000. The original purpose of the existing loan was for the purchase of equipment, repairs to existing facility, working capital and start-up inventory. The company is successful and well established and is now looking to expand to new markets west. The applicants are requesting to combine the existing loan with new funds that will extend the loan balance back to \$150,000. The new funds will be used to hire a salesman, purchase a refrigerated truck, hire a driver for the refrigerated truck, and purchase equipment and new packaging for their product.

The proposed loan amount is \$150,000 at an interest rate of 3%, amortized over a 5-year period with payments of \$2,695.30/month. The Revolving Loan Committee met on July 25 and unanimously approved the loan request and is recommending approval by the Board of Commissioners.

RECOMMEND: APPROVE

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

July 17, 2018

Request for Funds from the Economic Revolving Loan Fund
For Expansion of Existing Business

Mattamuskeet Seafood
24694 Us Hwy 264
Swan Quarter, NC 27885

Names of Applicants
Charles and Sharon Carawan

RFL Funds Requested
The original loan was for 150,000
We would like for the loan to reset to the original amount.

The resetting of this loan will be used to expand to new markets west.
We will be able to get more for our products and reduce the amount
we sell at commodity price north and south of our facility.

The funds will be spent on:
Hiring a salesman and driver
A refrigerated truck and equipment
New packaging

Enclosed:
2017 Tax papers for Mattamuskeet Seafood

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: August 6, 2018
Presenter: Special Projects Coordinator Bill Rich
Attachment: Yes

ITEM TITLE: REVOLVING LOAN REQUEST FOR GRACEFUL BAKERY, LLC

SUMMARY: Graceful Bakery, LLC, is a Limited Liability Company formed in 2014 and based on Ocracoke Island. The company's principal owner is Lauren Strohl. The company offers wholesome, made from scratch breakfast, baked goods and sandwiches and operates out of leased space at the Community Square, a prime location on Ocracoke. The lease is spelled out on agreed to terms through March 31 and then renewable for an additional year on terms to be agreed upon. The company is successful with tourists and residents alike, and has a long-term positive cash-flow. They are now looking to expand their operation.

The company got its start thanks to start-up funds from the Hyde County RLF in 2014. They have since paid this loan in full. Repayment was as agreed with no delinquencies. The applicant is now requesting funds from the RLF to purchase additional equipment and provide additional financial support required to expand.

The proposed loan amount is \$17,000 at an interest rate of 3%, amortized over a 5-year period with payments of \$305.47/month. The Revolving Loan Committee met on July 25 and unanimously approved the loan request and is recommending approval by the Board of Commissioners.

RECOMMEND: APPROVE

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

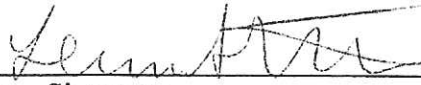
Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

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3. Project Source and Use Form
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7. Activities Schedule Form
8. Maps

**HYDE COUNTY ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND
APPLICATION SUMMARY**

| | | |
|--|---|--|
| 1. APPLICANT a. Name: <u>Lauren Strohl</u> b. Street/P.O. Box: <u>PO Box 1544</u> c. City: <u>Ocrache</u> d. Zip Code: <u>27960</u> e. Contact Person: <u>Lauren Strohl</u> f. Telephone No.: <u>614 419-9681</u> | | |
| 2. Project Number | 3. Project Name | 4. RLF Funds Requested |
| | <u>Graceful Bakery, LLC</u> <u>Expansion Project</u> | <u>\$17,000</u> |
| 5. CERTIFICATION a. To the best of my knowledge and belief, data in this application is true and correct, the applicant will comply with the certifications in the attached Private Commitment Form if the assistance is provided. | | b. Typed Name and Title of Authorized Representative <div style="text-align: center;">  c. Signature </div> <div style="text-align: center;"> <u>6-18-18</u> d. Date </div> |
| FOR HYDE COUNTY USE ONLY | | |
| 6. Date Received <hr/> | 8. Action Taken <div style="text-align: center;"> <input type="checkbox"/> Funded <input type="checkbox"/> Not Funded <input type="checkbox"/> Withdrawn </div> | 9. Amount Funded: \$ <u> </u> |
| 7. Application Number <hr/> | | |

PROJECT DESCRIPTION FORM

1. Name of Applicant: Lawren Strahl
2. Application Date: 6/8/18
3. Project Name: Gracely Bakery, LLC expansion
4. Description:
 - a. Briefly describe the existing business (products/services offered, basic project goals and objectives): see attached
 - b. Proposed location of existing business (include location map(s)): see attached
 - c. Number, size, and general description of any new buildings to be constructed (include site map and plans, if available): N/A
 - d. Size of any parcel(s) of land to be acquired (include survey map): N/A
 - e. Describe any existing buildings to be demolished or abandoned: N/A
 - f. Describe any improvements to be made to existing buildings(s): see attached
 - g. How many full-time equivalent jobs will be created by the expanded business during the two-year period? 3, seasonal

How many full-time equivalent jobs will be retained by the expanded business during the two year period? 3, seasonal

How many jobs will be retained for residents of Hyde County? 3, seasonal
 - h. Briefly describe how RLF and other funds (bank loans, owner equity, etc.) will be used during property acquisition, construction, and/or expansion of the existing business. see attached
 - i. How are road transportation and water and electric service to be supplied to the site? see attached
 - j. How will sewage disposal be accomplished? see attached

PROJECT DESCRIPTION FORM
DESCRIPTION 4.a.-j.

4.a. Graceful Bakery offers wholesome, made from scratch, breakfast, baked goods, and sandwiches. The goal is to continue to provide my customer base (visitors and local residents) with consistent, quality foods. Expanding Graceful Bakery creates the opportunity for increased business visibility, an expansion of offerings and capabilities, and supported employment.

4.b. 294 Irvin Garrish Hwy, shared but separate space with the Ocracoke Community Store at the waterfront of Silver Lake Harbor.

4.c. N/A

4.d. N/A

4.e. N/A

4.f. Improvements to the space include-

- Application of industrial paint coating on floors according to Health Department requirements.
- Application of wall treatment according to Health Department requirements.
- Upgraded plumbing- New water heater, 3 compartment NSF dishwash sink, NSF handwash sink.
- Install of a dividing wood wall with lexan to separate customers from commercial kitchen.
- Upgraded electric- new service box.
- Installation of new gas line and rooftop oven vent for commercial convection oven.
- Landscaping and debris removal
- NSF wall shelving
- Install of an air screen

4.h. The RLF will support the new and expanded business by subsidizing increased costs as business grows and expands, such as- increased food offerings, rent and utilities, and equipment maintenance costs.

4.i. Community Store parking lot and NC highway accessibility will provide road transportation. Water is provided by the Ocracoke Sanitary District. Electric is supplied by Tideland EMC.

4.j. A new state of the art sewage disposal system was installed the winter and spring 2018.

PROJECT SOURCE AND USE FORM

| | | | | | | | |
|----|---|--|-----------|--------------------------------------|--|--|--|
| 1. | Name of Applicant: <u>Lauren Strohl</u> | | | | | | |
| 2. | Project Name: <u>Grateful Bakery, LLC expansion</u> | | | | | | |
| 3. | Source of Project Funds: | | | | | | |
| | A. RLF Funds Requested: \$ <u>17,000</u> | | Source A. | \$ <u>17,000 RLF funds requested</u> | | | |
| | RLF Project Resources | | Source B. | \$ <u>13,380 owner equity</u> | | | |
| | Other: \$ _____ | | Source C. | \$ _____ | | | |
| | | | Source D. | \$ _____ | | | |
| | | | Source E. | \$ _____ | | | |
| | | | Source F. | \$ _____ | | | |
| 4. | TOTAL PROJECT RESOURCES: | | | | | | |

| Use of Funds (List major expenses separately) | Source A | Source B | Source C | Source D | Source E | Source F | Total Cost |
|--|-----------------|----------|----------|----------|----------|----------|------------|
| a. Acquisition | | | | | | | |
| (1) rent increase/year | | 3,600 | | | | | |
| (2) | | | | | | | |
| b. Water | | | | | | | |
| c. Sewer | | | | | | | |
| d. Construction/ Rehabilitation | | 7,400 | | | | | |
| e. Working Capital | | 2,000 | | | | | |
| (1) | | | | | | | |
| (2) | | | | | | | |
| (3) | | | | | | | |
| f. Machinery/ Equipment | 17,000 total | | | | | | |
| (1) | (14,500) | | | | | | |
| (2) | (1,650) | | | | | | |
| (3) Other | (850) | | | | | | |
| (4) Other | | | | | | | |
| g. Site Improvements | | 380 | | | | | |
| h. (1) Other | | | | | | | |
| (2) Other | | | | | | | |
| i. TOTAL | \$ 17,000 | 13,380 | | | | | \$30,380 |

PROJECT PRIVATE COMMITMENT FORM

As owner (title) of this company, I commit to the following actions, as described more fully in the project application:

- a. Undertake and carry out the project as described in the project application.
- b. Create a minimum of 3 jobs with 3 for persons residing in Hyde County, and obtain the level of jobs indicated above by June 2018.
- c. Provide certified payroll report prior to initial disbursement of funds and provide quarterly reports thereafter showing job creation numbers.
- d. Secure funding for the project from the following sources, in the specified amounts:
 1. owner equity \$13,300
 2. RLF funds \$17,000
 - 3.
 - 4.
- e. Provide Hyde County with quarterly income statements and balance sheets throughout a two-year period following the loan award.
- f. Begin project activities only following execution of a legally binding commitment and loan agreement and the release of other conditions, if any, placed on the loan by Hyde County.
- g. Complete project activities by no later than June 2020.

My firm is committed to undertake this project and but for the provision of the RLF assistance this project will not be undertaken.

Signed [Signature] Date 6-18-18 Title owner

Name of Business Graceful Bakery, LLC

FIRM LETTER OF COMMITMENT

Graceful Bakery, LLC
Lauren Strohl, Owner
PO Box 1544
294 Irvin Garrish Hwy
Ocracoke, NC, 27960

To the Hyde County Board of Commissioners,

The Project Private Commitment Form represents my commitment to the expansion of Graceful Bakery, LLC in full.

Thank you for your consideration.

Sincerely,
Lauren Strohl
Owner of Graceful Bakery, LLC

A handwritten signature in black ink, appearing to read 'Lauren Strohl', with a stylized flourish at the end.

PROJECT NEEDS FORM

1. Name of Applicant: Lauren Strind

2. Project Name: Grateful Bakery, LLC Expansion

3. Relationship between Project Activities and Job Claim: Explain how the activities described in the application will result in the jobs claimed as retentions or creations. If the project is a job retention project, the applicant must clearly demonstrate that existing jobs would be lost without provision of RLF funds. see attached

4. Total Documented Project Financing Needs: Check applicable activities and in attachments provide required cost breakdowns shown (**Attachment "A"**). Describe here sources and methods of estimating for each activity including those financed with non-RLF funds. see attached

- Real Estate (land or existing buildings) – Attach purchase option or lease option. Provide documentation on comparable land costs in the local vicinity, or an appraisal.
- Construction/Rehabilitation – Attach listing of components (HVAC, plumbing, electrical, etc.) with architect/engineer's estimate or quote from contractor.
- Site Improvements – Attach listing of components (grading, drainage, paving, etc.) with engineer's estimates or quotes from contractor.
- Machinery and Equipment – Attach detailed listing of items, with price quotes from suppliers.
- Public or On-Site Water and Sewer – Attach detailed listing of components and sizes, with engineer's estimates.
- Working Capital Expenditures – Attach detailed listing of startup/operating costs.

5. Verification of RLF Need

(a) Loan Amount: \$ 17,000

(b) The Gap Addressed:

☐ Sufficient funds not available elsewhere, including internally.

☐ Funds available elsewhere, but cash flow is not sufficient to meet debt service.

☒ Other (Describe):

The amount of the gap must be no greater than the level of direct assistance proposed. Describe how the gap was identified and measured, referencing supporting documentation. Adequate financial documentation must be included with the application for the existence and dollar amount of the gap to be independently verified. See Application Instructions – Project Needs Form.

6. Security (Describe): see attached

PROJECT NEEDS FORM
ATTACHMENT A

3. Relationship between Project Activities and Job Claim:

Graceful Bakery, LLC Expansion will result in 3 full time seasonal jobs, at least. With expansion comes more space, and with more space comes opportunity to make more food and to offer more food to customers. These responsibilities cannot be accomplished by one person alone. The expansion requires a team of employees.

4. Total Documented Project Financing Needs:

- Real Estate- \$3,600 rent increase; Lease option attached
- Construction/Rehabilitation- \$7,400 total; Electric \$700, Coastal Gas \$1,100, Owner Supply and Labor \$4,200, Plumbing \$1,393.17- see attached
- Site Improvements- \$380 total; Debris Removal \$200, Landscaping \$180- see attached
- Machinery and Equipment- \$17,000; see attached
- Working Capital- \$2,000; see attached

5. Verification of RLF Need: Other Gap

Graceful Bakery, LLC has currently and successfully expanded to the new location at 294 Irvin Garrish Hwy. I now seek the RLF to help support the continued successful running of Graceful Bakery. Owner equity has gone towards every cost and every investment. The RLF would give Graceful Bakery financial support for operational costs.

6. Security:

Security coverage is completely available for RLF collateral in the form of \$17,000 worth of equipment. This equipment has already been bought and paid for, using owner equity. It is available as collateral now.

Graceful Bakery, LLC is an existing business with a long-term positive cash flow. It has been in operation since July 2014 to November 2017 in its' original location, and since June 16 2018 to present day in its' new, improved, and expanded location.

PROJECT FEASIBILITY FORM

1. Name of applicant: Lauren Strohl
2. Project Name: Graceful Bakery, LLC expansion

A. BUSINESS PLAN

1. Name of Existing Business: Graceful Bakery, LLC
Name of Proposed Business: Graceful Bakery, LLC
2. Legal Status:
☐ Partnership
☐ Proprietorship
☐ Cooperative
☐ Corporation
☒ Other: (Specify): LLC
3. Business Ownership and Management (include addresses and phone numbers):
Lauren Strohl, 614-414-9681, PO Box 1544, Ocracoke, NC, 27960
4. Other Business Affiliations of Proposed Owners (if any):
N/A
 - a. Name of Business:
 - b. Name of Owner or Manager Involved:
 - c. Position in this Business:
 - d. Relationship Between this Business and RLF Project Business:

5. Product Line or Service

- a. Range of Products or Services:
Baked goods, sandwiches, drinks (non-alcoholic)

6. Market Information

- a. Geographic Market Area: Ocracoke Island, local residents and visiting tourists from all over the world.
- b. Major Customers: Potential new customers are constantly arriving to the island from all over the world. The new location will bring in more people who are on foot, because it is in the heart of the village. The habi
- c. Market Characteristics:
Ocracoke Island is a seasonal place - therefore business is as well. Graceful Bakery will remain open at least through November, with definite plans of re-opening at the latest in early April

- d. **Competition:** The business that comes closest to being a competitor is Ocrato Coffee Company. However, Gracely Bakery offers completely unique products - as everything is made completely from scratch from whole ingredients.
6. **Marketing and Distribution**
Gracely Bakery signs have been posted at the new location, and a sign has been posted at the old location as well. Social media is used to reach out to customers.
8. **Cost Effectiveness:**
Gracely Bakery makes everything from scratch with whole ingredients, which is quite cost effective and winning. Customers to be targeted include all humans from the last 4 seasons in operation, and all new customers as well - local compared to prepared food.
9. **Project Innovation/New Technology:**
Social media is used to communicate and reach out to customers. The Square A runs the register and tracks sales.
10. **Employee Benefits:**
a) employees receive extensive on-the-job training on everything from running the register to baking to making sandwiches.
b) Gracely Bakery is unable to offer insurance or benefits at this time.
c-d) Gracely Bakery has a non-discrimination policy that allows all persons to be eligible for work and hire.
e) Gracely Bakery is unable to offer employee daycare or self-help program at this time.
- B. B. FINANCIAL FEASIBILITY**

RLF applicants must show that the business requesting a loan has the financial and management capacity to carry out the RLF project as proposed. A determination of the financial feasibility of a proposed project will be made based on both financial and non-financial information provided in the application. The Project Feasibility Form provides the applicant with an opportunity to discuss concerns regarding the financial feasibility of a project which may be raised by Hyde County.

INSTRUCTIONS

1. **FINANCIAL FEASIBILITY DOCUMENTATION** – The evaluation of a project's financial feasibility can only be based on documentation which is submitted to RLF with the application. The documentation listed on the form **must** accompany this section of the application. Applicants should make certain that all listed information is included in the application by placing a check in the appropriate boxes after verifying that the documentation has been included as an attachment to the application. Applicants with incomplete documentation may not be considered for funding until documentation is complete.
2. **PAST FINANCIAL HISTORY** – For new businesses, Hyde County will examine personal financial information and/or historical financial statements of any existing businesses owned and operated by the principals of the new business entity.
3. **SUMMARY OF FINANCIAL PROJECTIONS AND DEFINITION OF REQUESTED LOAN TERMS** – Quarterly financial projections for at least two years (eight quarters) are required, and are analyzed to determine if they are reasonable given supporting documentation. Projections should parallel the schedules provided in the application and, where feasible, should begin on the projected award date. Hyde County will focus on the following issues:

PROJECT FEASIBILITY FORM
B. FINANCIAL FEASIBILITY

1. Financial Feasibility Documentation
 - Historical Income Statement and balance sheet for most recent three years: see attached
 - Conventional and Requested Project Income Statement Forms: see attached
 - Conventional and Requested Project Cash Flow Statement Forms: see attached
 - Resumes of key management: see attached
 - Personal financial statements from the firm's principals: see attached
 - Marketing information and other documentation to support financial projections: Graceful Bakery, LLC has a healthy and supported presence on social media, with dedicated followers.
 - Credit Report: see attached
2. Past Financial History: Not applicable- no negative indicators or trends.
3. Summary of Financial Projections and Definition of Requested Loan Terms: see attached

2014

Period Ending

July 31- 6,945.82

August 31- 9,963.59

September 30- 5,458.72

October 31- 6,191.76

November 30- 1,375.52

TOTAL Revenue 29,935.41

TOTAL with Loan 44,935.41 (29,935.41 + 15,000)

TOTAL (44,935.41)- GB Costs (34,486.37)= 10,449.04 Profit

GB Costs

8,000 Trailer

3,500 Oven

300 Mixer

800 Refrigerator

2,667.50 Juicing Machine

= 15,267.50

400 monthly- Rent for 10 months March to December- 4,000

Utilities- 1,792.87

283.04 monthly- Loan payment for 9 months April to December- 2,547.36

69.08 monthly- Insurance payment for 8 months May to December- 552.64

75 once in May and then 37.50 monthly- Island Pest payment for June to Dec- 262.5

US Food Orders- 7,217.27

Mickey's Orders- 825.50

2,020.73 Sales and Use Tax- 2,020.73

=19,218.87

TOTAL GB Costs- 34,486.37

Personal Costs

Rent

Utilities

Groceries

Health Insurance

Car Insurance

Gym

2016 TAXES

PO Box 1544
Ocracoke, NC, 27960

GRACEFUL BAKERY, LLC

67,028.99 Gross Sales
1,488.38 Discounts
4,424.38 Tax
1,317.90 Tips
634.96 Square Fees
41,906.89 Total Expenses

Expenses

4,800 Rent
3,396.84 RLF Payment
1,036.96 Insurance Payment
450 Island Pest Control
1,408.38 Utilities
2,403.92 Internet and Cell Phone
1,987.55 Marketing
1,000 Marketing Research
150 Payment to Kostich & O'Neal
120 NC DHHS
2,359.93 Maintenance and Repair
3,420.16 Supplies and Equipment
3,553.27 Mickey's Orders
14,619.88 US Food Orders
1,200 Payment for 2 people- 600 each

Donations by Graceful Bakery

50.00 Ocracoke Child Care
60.00 Radiolab
60.00 WNYC

2017 TAXES

PO Box 1544
Ocracoke, NC, 27960

2017 Estimated Tax Payments
3,840.00 US Treasury
560 NCDOR

GRACEFUL BAKERY, LLC

87,414.71 Gross Sales
2,771.24 Discounts
5,678.82 Tax
2,116.68 Tips
902.11 Square Fees
4,9389.52 Total Expenses

Expenses

4,800 Rent
828.09 Insurance Payment
2,689.27 Utilities/Maintenance/Repairs
1,829.68 CenturyLink Internet
1,493.39 Marketing
194.04 Marketing Research
120 NC DHHS
2,751.08 Supplies and Equipment
28,471.07 Cost of goods sold
1,200 Payment for 2 people- 600 each
1,073 Interest from Square Loan

RLF Loan, from May 2014-April 2019

3,396.84 (283.07 monthly for 12 months)
303.06 Interest paid in 2017

PCL Reimbursement to Graceful Bakery

3,884

Donations by Graceful Bakery

240

C. EMPLOYMENT FEASIBILITY

1. Total number of jobs to be created:

Full-time 3

2. Total number of jobs to be retained:

Full-time 3

3. Explain the method used to arrive at the number of jobs to be created.

PROJECT FEASIBILITY FORM

| a. Job Title/ Classification | b. Hourly Wage | e. Employment Schedule for All Jobs (By Quarter) | | | | | | | | |
|---------------------------------|----------------------|--|----|----|----|----|----|----|----|----|
| | | FT | Q1 | Q2 | Q3 | Q4 | Q5 | Q6 | Q7 | Q8 |
| Front Register | \$12.00 | ✓ | 1 | 1 | 1 | | 1 | 1 | 1 | |
| Baker | \$14.00 | ✓ | 1 | 1 | 1 | | 1 | 1 | 1 | |
| Baker | \$14.00 | ✓ | 1 | 1 | 1 | | 1 | 1 | 1 | |
| | | | | | | | | | | |
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| | | | | | | | | | | |
| TOTALS | | | 3 | 3 | 3 | | 3 | 3 | 3 | |

Legend: FT – Full Time

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ACTIVITIES IMPLEMENTATION SCHEDULE FORM

1. Name of Applicant: Waverunston
2. Original, dated: 6.18.18
Amendment, date: _____
3. Project Name: Waverunston Bakery, LLC
4. Implementation Date: 7.18.18

| 5. ACTIVITIES | MONTH: | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|--------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Real Estate Closing | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Engineering Design/ Planning | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Site Improvements | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Building Construction/ Renovation | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Public Facilities Construction | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Hiring New Employees | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Training | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Working Capital Expenditure | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Machinery and Equipment Purchases | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Raw Materials Purchases | 1 | | | | | | | | | | | | | | | | | | | | | | | |
| Other (Specify) | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
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BUSINESS DEBT SCHEDULE FORM

| CREDITOR NAME A. Current Debts (Existing Prior to RLF Project) | Original Loan Amount | Origination Date | Present Balance | Interest Rate | Maturity Date | Monthly Payment | Security |
|--|-------------------------------------|-----------------------------|----------------------------|--------------------------|--------------------------|----------------------------|-----------------|
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| B. Projected New Debts | | | | | | | |
| 1. | RLF for expansion \$17,000 | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |

Google Maps 294 Irvin Garrish Hwy



Imagery ©2018 Google, Map data ©2018 Google 500 ft

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: August 6, 2018
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes – Deed and Easement

ITEM TITLE: RIGHT OF WAY EASEMENT – WY SOCKING LLC

SUMMARY: Village Realty Holdings, LLC has requested the attached right of way easement be approved to install electrical power to lots in Wysocking Bay Subdivision.

RECOMMEND: CONSIDER AND APPROVE

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

RIGHT OF WAY EASEMENT

STATE OF NORTH CAROLINA—COUNTY OF Hyde

Know all men by these presents that we, the undersigned, County of Hyde

for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto TIDELAND ELECTRIC MEMBERSHIP CORPORATION, a North Carolina corporation with its principal office at Pantego, North Carolina, and its successors and assigns, hereinafter called the "Cooperative," the right to enter upon the lands of the undersigned, situated in Lake Landing Township, Hyde County, North Carolina, and more particularly described as follows: Being lots 21, 28, 42, 41, 36, 46 and 53 as shown on that certain plat entitled Wysocking Bay Subdivision Phase #1, recorded Plat Cabinet C, Slide 91-G

Containing 7 acres, more or less, located on the right side of the road or highway leading from Great Ditch Road to Nebraska it being road or highway No. said land being bounded on the east by 971 Great Ditch Road, Q9 95 on the north by Nebraska Road on the west by Nebraska Road and on the south by Q9 96 A

and to construct, operate and maintain an electric transmission and/or distribution line or system on or under the above-described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 15 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this day of

19

WITNESS: (SEAL)

WITNESS: (SEAL)

WITNESS: (SEAL)

WITNESS: (SEAL)

NORTH CAROLINA COUNTY

I, Notary Public in and for said county and state, certify that

and

this day personally appeared before me and acknowledged the due execution of the foregoing easement.

Witness my hand and official seal, this day of 19

My Commission Expires:

Notary Public

NORTH CAROLINA COUNTY

I, a Notary Public in and for said County and State, certify that

personally appeared before me this day, and being duly sworn that in his

presence (signed) (acknowledged the execution of) the foregoing instrument.

Witness my hand and official seal, this day of 19

My Commission Expires:

Notary Public

NORTH CAROLINA COUNTY

The foregoing certificate of

Notary Public of County,

is certified to be correct. This instrument was presented for registration and recorded in this office at Book

Page This day of 19 at o'clock M.

Register of Deeds

County

By Deputy Register of Deeds

BOOK 264 PAGE 635 (2)

403786



This document presented and filed:
04/14/2015 09:46:15 AM

E MERITA LEWIS-SPENCER, HYDE COUNTY, NC
Excise Tax: \$32.00

PREPARED BY and RETURN TO:
RODMAN, HOLSCHER, PECK & EDWARDS, P. A.,
Attorneys at Law
320 North Market Street
Post Office Box 1747
Hyde NC 27889
Telephone: (252) 946-3122

STATE OF NORTH CAROLINA
COUNTY OF HYDE

COMMISSIONER'S DEED

This DEED, made this the 26th day of March, 2015, by FREDERICK N. HOLSCHER, Commissioner, to the COUNTY OF HYDE, a Body Politic and Corporate, North Carolina;

WITNESSETH

That whereas FREDERICK N. HOLSCHER was appointed Commissioner under order of the Hyde County District Court Judge, North Carolina, in the tax foreclosure proceeding entitled "County of Hyde v. Wysocking Bay, LLC" [File No. 14-CVD-40]; and FREDERICK N. HOLSCHER was directed by said order as Commissioner to sell the property hereinafter described at public sale after due advertisement according to law; and

Whereas FREDERICK N. HOLSCHER, Commissioner, did on the 3rd day of March, 2015 at 10:00 a.m., offer the land hereinafter described at a public sale at the Hyde County Courthouse door, in Swan Quarter, North Carolina, after due advertisement of said sale, and the County of Hyde became the last and highest bidder for said land for the sum of \$16,469.02; and the sale having been confirmed and the terms of the sale having been complied with, and FREDERICK N. HOLSCHER Commissioner, having been ordered to execute a deed to the purchaser;

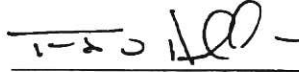
Now, in consideration of the premises and the sum of \$16,469.02, receipt of which is hereby acknowledged, FREDERICK N. HOLSCHER, Commissioner, does, by these presents, hereby bargain, sell, grant, and convey to the County of Hyde that real property lying and being in Hyde County, North Carolina described as follows:

Being Lots 21, 28, 42, 41, 36, 46 and 53 as shown on that certain plat, entitled Wysocking Bay Subdivision Phase #1, recorded in Plat Cabinet C, Slide 91-G in

the Office of the Register of Deeds of Hyde County. This also being a portion of that property conveyed to Wysocking Bay, LLC by deed of record in Book 211, Page 323 of the Hyde County Registry to which map and deed reference are herein made for a more complete and adequate description.

This conveyance is made subject to Hyde County taxes, the payment of which shall be assumed by the purchaser. To have and to hold the aforesaid tract of land, to the County of Hyde forever, in as full and ample manner as FREDERICK N. HOLSCHER, Commissioner, is authorized and empowered to convey the same.

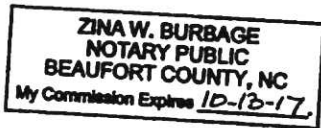
In witness whereof, FREDERICK N. HOLSCHER, Commissioner, has hereunto set his hand and seal.

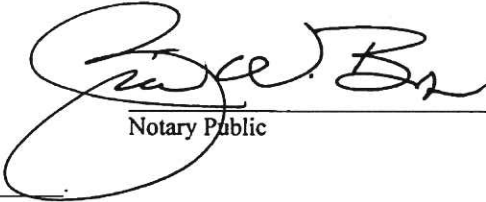

 _____ (SEAL)
 FREDERICK N. HOLSCHER,
 Commissioner

NORTH CAROLINA
 BEAUFORT COUNTY

I, Zina W. Burbage, Notary Public of this County, do hereby certify that FREDERICK N. HOLSCHER, Commissioner, grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and official seal this 26th day of March, 2015.





 Notary Public

My commission expires: _____

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: August 6, 2018
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: AMENDMENT NUMBER ONE TO TRUST AGREEMENT:
COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, DARE, HYDE,
MARTIN, PASQUOTANK, PERQUIMANS, TYRRELL AND
WASHINGTON OTHER POST-EMPLOYMENT BENEFITS TRUST
AGREEMENT

SUMMARY: On November 11, 2016, the counties named above created the above named irrevocable trust for the funds held for health benefits for the retirees of the former Albemarle and Tideland Mental Health agencies. In order for the trust to invest in the equity portion (BlackRock) of the State Treasurer's Ancillary Governmental Participant Program (AGPIP), BlackRock requires that the name of the trust exactly match the name assigned by the IRS with the federal identification number. Rather than trying to change the trust name with the IRS, participating counties are being requested to change the trust name through adoption of the attached amendment.

RECOMMEND: ADOPT AMENDMENT NUMBER ONE TO THE TRUST AGREEMENT

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

**AMENDMENT NO. ONE TO THE COUNTIES OF CAMDEN, CHOWAN, CURRITUCK,
DARE, HYDE, MARTIN, PASQUOTANK, PERQUIMANS, TYRRELL and WASHINGTON
OTHER POST-EMPLOYMENT BENEFITS TRUST AGREEMENT**

As allowed by Section 7.2 of the Trust Agreement, the name of the Trust is changed from:

The Counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington Other Post-Employment Benefits Trust Agreement,

to:

Albemarle and Tideland Mental Health Retirees Health Insurance Trust.

AGREED TO AND ACCEPTED this ____ day of _____, 2016.

TRUSTEES

_____ County Manager Camden County

_____ County Manager Chowan County

_____ County Manager Currituck County

_____ County Manager Dare County

_____ County Manager Hyde County

_____ County Manager Martin County

_____ County Manager Pasquotank County

_____ County Manager Perquimans County

_____ County Manager Tyrrell County

_____ County Manager Washington County

COUNTIES

_____ Chairman Camden County

_____ Chairman Chowan County

_____ Chairman Currituck County

_____ Chairman Dare County

_____ Chairman Hyde County

_____ Chairman Martin County

_____ Chairman Pasquotank County

_____ Chairman Perquimans County

_____ Chairman Tyrrell County

_____ Chairman Washington County

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: County Manager Kris Noble
Attachment: Yes

ITEM TITLE: OCRACOCKE TRAM PROJECT BUDGET ORDINANCE

SUMMARY: Attached is the project budget ordinance for the Ocracoke Tram project.

RECOMMEND: Approve.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

**Hyde County
Ocracoke Tram Project
Project Budget Ordinance
August 6, 2018**

Be it ordained by the Hyde County Board of Commissioners, the following Project Budget Ordinance is hereby adopted:

Section 1: The project authorized supports the NC DOT Passenger Ferry project and includes the operational cost for a public tram system to run in conjunction with the passenger ferry servicing Ocracoke. The project is funded by state and local funds.

Section 2: Hyde County staff are hereby directed to proceed with the project within the rules and regulations of the North Carolina General Statutes and the budget contained herein.

Section 3: The following revenues and resources are anticipated to be available to complete the program activities:

Ocracoke Tram Operations Project

| | |
|--|--------------------------|
| State Public Transportation Funding | \$372,418.93 |
| Occupancy Tax Funding | <u>372,418.93</u> |
| Total: | \$744,837.85 |

Section 4: The following amounts are appropriated for the project activities:

Ocracoke Tram Operations Project

| | |
|--|-----------------------------|
| Operator Expenses | \$ 629,161.72 |
| <u>Land Rent, Bldg, Insurance</u> | <u>\$ 115,676.13</u> |
| Total | \$ 744,837.85 |

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting required by federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due.

Adopted this 6th day of August, 2018.

Earl Pugh, Jr., Chairman
Hyde County Board of Commissioners

ATTEST:

Lois Stotesberry, Clerk to the Board

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: August 6, 2018
Presenter: County Manager Kris Noble
Attachment: Yes

ITEM TITLE: OCRACOCKE EMS STATION PROJECT BUDGET ORDINANCE

SUMMARY: Attached is the project budget ordinance for the Ocracoke EMS Station.

RECOMMEND: Approve.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Hyde County
Ocracoke EMS Station Construction Project
Project Budget Ordinance
August 6, 2018

Be it ordained by the Hyde County Board of Commissioners, the following Project Budget Ordinance is hereby adopted:

Section 1: The project authorized is the land acquisition and construction of a facility that serve as the Ocracoke Emergency Medical Services Station. The project will include the acquisition of property described as #36 Lighthouse Road, Parcel 1, Plat C – 139 H, in the Ocracoke Township. The purpose of the project is to construct a facility that will serve to house EMS staff, provide conditioned space for EMS vehicles and provide a ground level exam room. The project is funded by local funds.

Section 2: Hyde County and Hyde County EMS staff are hereby directed to proceed with the project within the rules and regulations of the North Carolina General Statutes and the budget contained herein.

Section 3: The following revenues and resources are anticipated to be available to complete the program activities:

Ocracoke EMS Construction Project

| | |
|----------------------------------|----------------------------|
| Local Funds/Loan Proceeds | \$350,000.00 |
| Total: | <u>\$350,000.00</u> |

Section 4: The following amounts are appropriated for the project activities:

| | |
|---|----------------------------|
| <u>Ocracoke EMS Construction Project</u> | |
| Land Acquisition | \$110,000.00 |
| <u>Construction</u> | <u>\$240,000.00</u> |
| Total | <u>\$350,000.00</u> |

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting required by federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due.

Adopted this 6th day of August, 2018.

Earl Pugh, Jr., Chairman
Hyde County Board of Commissioners

ATTEST:

Lois Stotesberry, Clerk to the Board

**HYDE COUNTY BOARD OF COMMISSIONERS
2011/2012 BUDGET REVISIONS**

| MEETING DATE 8/6/2018 | | | | | |
|-----------------------------|------------------------|--------------|--|----------------------------------|----------------------------------|
| (FO USE) BR # OR IDT# | DEPARTMENT | ACCOUNT # | LINE ITEM ACCOUNT NAME / EXPLANATION | "+" EXP BUDGET "-" REV BUDGET | "-" EXP BUDGET "+" REV BUDGET |
| | | | | DEBIT | CREDIT |
| 2-19 | Health Telemedicine | 10-5892.0200 | Salaries - Telemedicine RN & Med Tech | \$ 75,000.00 | |
| | | 10-5892.0500 | FICA | \$ 7,530.00 | |
| | | 10-5890.0600 | Group Insurance | \$ 11,400.00 | |
| | | 10-5892.0700 | Retirement | \$ 5,700.00 | |
| | | 10-5892.1400 | Travel | \$ 420.00 | |
| | | 10-5892.3200 | Office Supplies | \$ 2,000.00 | |
| | | 10-5892.7400 | Equipment | \$ 1,950.00 | |
| | | 10-5892.---- | Contract ECU | \$ 45,000.00 | |
| | | 10-5892.1100 | Telephone | \$ 1,000.00 | |
| | | | NC Office of Rural Health Revenue | | \$ 150,000.00 |
| | | | | \$ 150,000.00 | \$ 150,000.00 |
| | | | | | |
| | | | This revision creates a budget for Hyde County's Telemedicine specialty care program. Grant funding from NC Office of Rural Health covers salary and fringes for a Public Health Nurse II and a Medical Laboratory Technician, office supplies, travel, and equipment. | | |
| Notes: | | | | | |

REQUESTED Quana C. Goss DATE 8/6/18

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO THE BOARD

ENTERED LEDGER/DATE _____

**HYDE COUNTY BOARD OF COMMISSIONERS
2011/2012 BUDGET REVISIONS**

| MEETING DATE 8/6/2018 | | | | | |
|-----------------------------|--------------------------|---------------|--|----------------------------------|----------------------------------|
| (FO USE) BR # OR IDT# | DEPARTMENT | ACCOUNT # | LINE ITEM ACCOUNT NAME / EXPLANATION | "+" EXP BUDGET "-" REV BUDGET | "-" EXP BUDGET "+" REV BUDGET |
| | | | | DEBIT | CREDIT |
| 3-19 | Mental Health | 10-00.0200 | Salaries - Navigator | \$ 37,500.00 | |
| | | 10-00.0500 | FICA | \$ 2,868.75 | |
| | | 10-00.0600 | Group Insurance | \$ 5,700.00 | |
| | | 10-00.0700 | Retirement | \$ 2,850.00 | |
| | | 10-00.2600 | Advertising | \$ 12,650.00 | |
| | | 10-00.3200 | Office Supplies | \$ 3,500.00 | |
| | | 10-00.3300 | Department Supplies | \$ 7,725.00 | |
| | | 10-00.4500 | Contract Wages | \$ 8,622.00 | |
| | | 10-00.4600 | Medical Supplies | \$ 5,625.00 | |
| | | 10-00.7400 | Equipment | \$ 3,000.00 | |
| | General Health | 10-5900.1300 | Utilities | \$ 4,000.00 | |
| | | 10-5900.4517 | Patagonia | \$ 5,500.00 | |
| | | 10-5900.5401 | Medical Malpractice | \$ 500.00 | |
| | | | Adult Health Medicaid Escrow | | \$ 39,463.75 |
| | | | KBR Grant Revenue | | \$ 60,577.00 |
| | | | | \$ 100,040.75 | \$ 100,040.75 |
| | | | This revision completes the budget for Mental Health Telepsychiatry. The funding source comes from a Kate B Reynolds 3 year grant, plus a 25% match from the County, (\$37,500) which is provided by Adult Health Escrow to cover a Navigator position. No local appropriations are required. | | |
| Notes: | Grant | \$ 138,115.00 | | | |
| | Indirect funds | \$ 13,812.00 | | | |
| | | \$ 151,927.00 | | | |
| | Total funding FY 2018-19 | \$ 151,927.00 | | | |
| | Budget Revision #1 | \$ 91,350.00 | | | |
| | Budget Revision #2 | \$ 60,577.00 | | | |
| | Remaining funds | \$ - | | | |

REQUESTED Quana Gibbs DATE 8/6/18

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO THE BOARD

ENTERED LEDGER/DATE _____

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: August 6, 2018
Presenter: Chair, Vice-Chair, Commissioners, Manager
Attachment: Yes

ITEM TITLE: MANAGEMENT REPORTS

SUMMARY: This is a time for each Commissioner to give reports on their work representing the County.

Additionally, Commissioners may wish to bring up issues they wish to have followed up by the Board or by the County Manager.

The County Manager will give an oral update on various projects and other administrative matters.

RECOMMEND: Receive reports. Discussion and possible action as necessary.

Motion Made By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Motion Seconded By: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Vote: ☐ Earl Pugh, Jr.
☐ Barry Swindell
☐ Dick Tunnell
☐ Ben Simmons
☐ Tom Pahl

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

SUMMARY: The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 6, 2018
Presenter: Board of Commissioners

ITEM TITLE: CLOSED SESSION

SUMMARY: The County Manager may request entering Closed Session in accordance with **NCGS143A-318.11 (a)**

- 1) To prevent the disclosure of information that is privileged or confidential pursuant to the law.
- 2) To prevent the premature disclosure of an honorary award.
- 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege.
- 4) To discuss matters relating to the location or expansion of industries or other businesses.
- 5) To establish or instruct the public body's staff or agent in negotiating the price or terms of a contract for the acquisition of real property by purchase; or compensation and terms of an employment contract.
- 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.
- 7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- 8) To formulate plans by a local board of education relating to emergency response to incidents of school violence.
- 9) To discuss and take action regarding plans to protect public safety.

RECOMMEND: Enter into Closed Session if required.

Motion Made By: ___ Earl Pugh, Jr.
(Enter) ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Motion Seconded By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Vote: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Motion Made By: ___ Earl Pugh, Jr.
(Exit) ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Motion Seconded By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Vote: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Action Taken:

Motion Made By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Motion Seconded By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Vote: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl